



PHILIP L. BROWNING
Director

**County of Los Angeles
DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

425 Shatto Place, Los Angeles, California 90020
(213) 351-5602

Board of Supervisors

GLORIA MOLINA
First District
MARK RIDLEY-THOMAS
Second District
ZEY YAROSLAVSKY
Third District
DON KNABE
Fourth District
MICHAEL D. ANTONOVICH
Fifth District

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

July 22, 2014

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

22-D July 22, 2014

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

**REQUEST TO APPROVE AND EXECUTE THE STATE AGREEMENT FOR TECHNICAL
CONSULTING SERVICES PROVIDED BY THE DEPARTMENT OF CHILDREN AND FAMILY
SERVICES TO THE CALIFORNIA DEPARTMENT OF SOCIAL SERVICES FOR THE DESIGN AND
IMPLEMENTATION OF THE CHILD WELFARE SYSTEM- NEW SYSTEM
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

SUBJECT

The Department of Children and Family Services (DCFS) seeks the Board's approval and execution by the Chairman an Agreement for DCFS to add one additional staff and replace a current staff to provide consulting and technical assistance to the California Department of Social Services (CDSS). The consultants will work on an existing project to replace the current Child Welfare Services/Case Management System (CWS/CMS) with the Child Welfare Services-New System (CWS-NS). CDSS will reimburse DCFS the salary and benefit costs for both of the subject matter experts (SME).

IT IS RECOMMENDED THAT THE BOARD:

1. Instruct the Chairman to sign and adopt on behalf of the Board the attached Board Resolution (Attachment A) authorizing this contract as requested by CDSS and authorizing the Director of DCFS, or his designee to enter into future contracts with CDSS for the CWS-NS project.
2. Approve and instruct the Chairman to execute CDSS's Agreement Number 14-1004 (Attachment B) to reimburse the County for the cost of two technical consultants effective August 1, 2014, or date of execution, whichever is later, through June 30, 2018.
3. Delegate authority to the Director of DCFS, or his designee, to execute amendments, as needed, to change contract terms and conditions or statement of work for the agreement. The approval of

County Counsel will be obtained prior to amending the agreement, and the Director will notify the Board and the CEO in writing within ten business days after execution of any amendments to the agreement.

4. Delegate authority to the Director of DCFS, or his designee, to execute new contracts and amendments to the contracts as necessary with the State of California for this project.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Effective July 1, 2013, the State of California has started the process of replacing the current Child Welfare Services/Case Management System (CWS/CMS), which was implemented in 1996, with the Child Welfare Services-New System (CWS-NS).

The primary reason for replacing CWS/CMS is its non-compliance with the Federal Statewide Automated Child Welfare Information System (SACWIS) requirements.

This non-compliance can cause:

- Risk of loss of Federally enhanced funding to both the State and Counties for Electronic Data Processing equipment and software;
- Lengthy timeframes to make changes due to the system's rigid architecture;
- CWS/CMS not fully supporting DCFS' critical child welfare operations requiring over 100 internal DCFS electronic systems; and
- Our CSWs to have inappropriate technological tools or no access to all the relevant information in one single application to effectively perform their jobs.

Since July 1, 2013, DCFS has had the following staff serve as a Consultant to CDSS:

- One Consultant at the level of a Children Services Administrator II (CSA II) to provide consultant services for approximately one year, from July 1, 2013, through May 6, 2014.

Approval of this recommended action will further ensure County of Los Angeles specific requirements are included in the design and development of the CWS-NS. Previously, CDSS has requested DCFS staff to assist as SME to provide consulting and technical services.

County representation is essential in the design and development of this project as the County has developed many external systems for utilization in its program service delivery unique to the County's demographic. Since the County has approximately 40 percent of the Statewide Child Welfare caseload, it is essential we continue to ensure our perspective and programmatic record keeping requirements are incorporated in the new system.

The Consultants selected for this project were identified based upon their expertise, practical experience and willingness to travel as needed; and are at the following level:

- One Consultant at the level of a Children Social Worker III (CSW III) to provide consultant services from August 1, 2014, through June 30, 2018.

- One Consultant at the level of an Assistant Regional Administrator (ARA) to provide consultant services from August 1, 2014, through June 30, 2018.

The agreement includes language allowing the County to provide suitable replacements, should the selected staff become unable to perform due to illness, resignation, or other factors.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the principles of the Countywide Strategic Plan Goals No. 1: Operational Effectiveness. The recommended actions will provide direct County representation into the new design of the CWS-NS system.

FISCAL IMPACT/FINANCING

There is no cost to the County of Los Angeles. CDSS will reimburse the County at 100 percent of the cost of the salary and benefits for one Children Social Worker III (CSW III), effective August 1, 2014, through June 30, 2018. The maximum amount allocated by CDSS is approximately \$538,987, of which \$120,904 is allocated for FY 2014-15, \$135,554 is allocated for FY 2015-16, \$139,323 is allocated for FY 2016-17, and \$143,205 is allocated for FY 2017-18.

CDSS will also reimburse the County at 100 percent of the cost of the salary and benefits for one Assistant Regional Administrator (ARA), effective August 1, 2014, through June 30, 2018. The maximum amount allocated by CDSS is approximately \$716,903, of which \$160,272 is allocated for FY 2014-15, \$180,086 is allocated for FY 2015-16, \$185,490 is allocated for FY 2016-17, and \$191,055 is allocated for FY 2017-18.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

California Government Code Section 19050.8 allows the provisions of employees for a period of up to four years between jurisdictions for purposes of enabling an agency to obtain expertise needed to meet a compelling program or management need. Since the new system (CWS-NS) will be used statewide by all counties, it is a compelling program within the meaning of California Government Code Section 19050.8. CDSS requested authorization for a 5-year contract. If the fifth year is granted, DCFS will amend the contract to add a fifth year.

The California Welfare and Institutions Code Section 16501.5 mandates utilization of the current CWS/CMS as the automated system for comprehensive information technology case management and reporting capabilities for child welfare services. The current system is outdated requiring replacement by the new CWS-NS. The CWS-NS will facilitate California's compliance with the federal Statewide Automated Child Welfare Information System (SACWIS) standards.

The Chief Executive Officer (CEO) and County Counsel have reviewed this Board letter and Agreement. The Agreement has been approved as to form by County Counsel. The Chief Information Office (CIO) has reviewed this Board letter and Agreement and recommends approval. It determined that this recommendation does not constitute a technology related acquisition and required no formal CIO Analysis.

CONTRACTING PROCESS

No contracting process is required. CDSS will reimburse the County for the salary and benefit costs.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

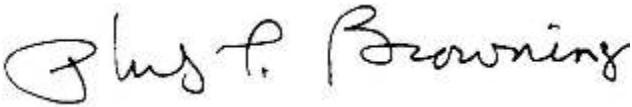
If the recommended actions are not approved, the County will not be able to provide CDSS with critical pertinent information as it relates to the County's interest in the development and implementation of the CSW-NS system.

CONCLUSION

Upon Board approval, the Executive Officer, Board of Supervisors, is requested to return one adopted stamped Board Letter and four executed Contracts to:

1. Department of Children and Family Services
Leticia Torres-Ibarra, Contracts Division Manager
County of Los Angeles- Department of Children and Family Services
Contract Services Bureau
Contracts Administration Division
425 Shatto Place, Room 400
Los Angeles, CA 90020

Respectfully submitted,



PHILIP L. BROWNING

Director

PLB:EM

LTI:EO:gjb

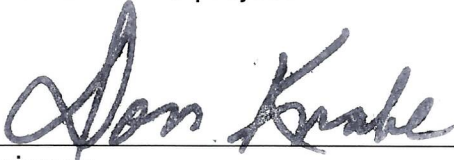
Enclosures

c: Chief Executive Officer
Chief Information Officer
County Counsel
Executive Officer, Board of Supervisors

This resolution must be adopted in order to certify the approval of the Governing Board

RESOLUTION

Be it resolved that the Governing Board of Supervisors hereby authorizes the person(s) who is/are listed below, to sign the transactions for the Governing Board to enter into Agreement Number 14-1004 with the California Department of Social Services (CDSS) for the purpose of providing technical consultant services for the development and implementation of the Child Welfare Services – New System (CWS-NS). The Governing Board of Supervisors hereby also authorizes the Director of Department of Children and Family Services, or his designee, to enter into future contracts with CDSS for the CWS-NS project.



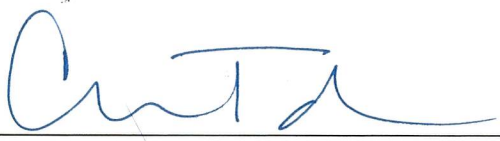
Chairman
Los Angeles County Board of Supervisors

The foregoing resolution was adopted on the 22nd day of July, 2014, by the Board of Supervisors of the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts.

I, Sachi A. Hamai, Executive Officer-Clerk of the Board of Supervisors of the County of Los Angeles, California, certify that the foregoing is a full, true and correct copy of the resolution adopted by said Board.



SACHI A. HAMAI, Executive Officer-Clerk of the Board of Supervisors of the County of Los Angeles

By 
Deputy



APPROVED AS TO FORM
BY COUNTY COUNSEL:
JOHN KRATTLI


By David Beaudet, Senior Deputy County Counsel

AGREEMENT NUMBER

14-1004

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

California Department of Social Services

CONTRACTOR'S NAME

The County of Los Angeles

2. The term of this

Agreement is: 8/01/2014 or date of approval by the Department of General Services,
whichever is later, through 06/30/2018

3. The maximum amount
of this Agreement is:

\$1,255,890.43

One Million Two Hundred Fifty-Five Thousand Eight Hundred Ninety Dollars and 43/100.

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	2 pages
Exhibit A – Attachment 1, Resumes	4 pages
Exhibit B – Budget Detail and Payment Provisions	2 pages
Exhibit B – Attachment 1, Budget Summary	1 page
Exhibit C* – General Terms and Conditions	GTC - 610

Check mark one item below as Exhibit D:

- | | |
|--|---------|
| <input checked="" type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) | 3 pages |
| <input type="checkbox"/> Exhibit - D* Special Terms and Conditions | |

Exhibit E – Additional Provisions

1 page

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

The County of Los Angeles

BY (Authorized Signature)

DATE SIGNED (Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

Don Knabe, Chairman, Los Angeles County

ADDRESS

383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

STATE OF CALIFORNIA

AGENCY NAME

California Department of Social Services

BY (Authorized Signature)

DATE SIGNED (Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

Fran Mueller, Deputy Director, Administration Division

ADDRESS

744 P Street, M.S. 8-14-747, Sacramento, CA 95814

California Department of General
Services Use Only

☐ Exempt per:

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

A. Contractor agrees to provide to the California Department of Social Services (CDSS) program expertise and assistance as a county representative and liaison to the CDSS for the Child Welfare Services-New System Project (CWS-NS), as described herein:

B. The project representatives during the term of this agreement will be:

California Department of Social Services
CWS-New System Project
Deborah Williams, Project Support Manager
CMS-New System Project
744 P Street, MS 9-12-83
Sacramento, CA 95814
Telephone: (916) 651-9091
Fax: (916) 651-6246
E-mail: Deborah.Williams@dss.ca.gov

County of Los Angeles
Philip L. Browning, Director
425 Shatto Place
Los Angeles, CA 90020
Telephone: (213) 351-5600
Fax: (213) 637-4556
E-mail: PBrowning@dcfs.lacounty.gov

C. Contractor's Responsibilities

1. Assist to ensure that the CWS-New System Project is effective; is consistent with program policies and business practices; and meets the needs of end users.
2. Seek CDSS input on system gaps and needs within the planned functional changes.
3. Attend county regional meetings to seek input or provide feedback on decision and resolution to issues. Provide continuous and consistent representation at county regional meetings via conference calls.
4. Participate in providing on-going CDSS communication to counties on development of the CWS-New System Project.
5. Recruit and coordinate participation of county staff in workgroups, rapid response teams or committees for design and implementation of the CWS-New System Project.
6. Provide analysis and make recommendations on programmatic problems or issues as they arise.
7. Work with counties to ensure that future system development fully meets the business requirements of the counties, programs, State and federal governments in the most efficient and effective manner possible. Review documentation and make recommendations. Provide consultation and participate in workgroup validation meetings.
8. Meet locally with a representative of counties on a regular basis in order to validate ongoing communication with county management.
9. Develop and present briefings, trainings and/or status updates as needed.
10. Assist in the development of All-County Letters, Informational Notices and training materials.
11. Provide suggested changes to all required document sections related to program descriptions, needs, or outcomes developed in relationship to the CWS-New System Project.

EXHIBIT A
(Standard Agreement)

12. Travel as necessary to attend county meetings, including, but not limited to, governance, technical, user, advisory, training, steering, oversight and strategic in nature. Also, to travel to the CDSS headquarters as required by CWS-New Systems Project.
13. Available for weekly conference call status meetings. If the Contractor is not available for the prearranged call, he/she must notify the CWS-New System Project Support Manager ahead of time of his/her inability to participate.
14. Attend regular onsite meetings at the project site.
15. Facilitate county or stakeholder workgroups as needed.
16. In the event that the County Employee is unable to perform their duties due to illness, resignation, or any other factors, the County agrees to make every reasonable attempt to provide suitable personnel. The substitute personnel must meet all the requirements and must be approved by the State prior to starting work.
17. Substitute personnel can be made by written notice of agreement to accept substitute personnel, by the CWS-NS Program Manager, to accept the substitute personnel and written confirmation of acceptance of the resume, revised budget and salary documents provided by the County Program Manager to the CDSS CWS-NS Program Manager for the substitute personnel.
 - a. Changes in price required due to utilization of substitute personnel, will be reviewed and approved by the CDSS Program Manager for the CWS-NS, and incorporated into the revised Budget and written confirmation of acceptance of the substitute personnel. If a revised budget is required then an amendment would be required.
18. Amendments to this contract (except for substitute personnel, as described above in #17), will be executed for the County of Los Angeles, by the Director of the Department of Children and Family Services or his designee. Substitution of personnel does not require board approval.

D. CDSS Responsibilities

1. Designate a person to whom the Contractor's communications may be addressed and who has the authority to act on all aspects of the services. This person will review the Scope of Work and associated documents with the Contractor to ensure understanding of the responsibilities of both parties.
2. Provide information regarding the business structure of the CDSS as needed by the Contractor to provide the services under this Agreement.
3. Provide timely review and approval of the Contractor information and documentation provided by the Contractor in order for the Contractor to perform his/her obligations under this Scope of Work.

Michael Aguilera

Michael.Aguilera@gmail.com

Education

CALIFORNIA STATE UNIVERSITY, NORTHRIDGE (CSUN) (2013)
Master in Social Work (M.S.W.)

UNIVERSITY OF CALIFORNIA, DAVIS (UCD) (2003-2007)
Bachelors of Arts degree (B.A.) Double Major –
Sociology – Organizational Studies
Chicana/o Studies – Social Policy

Work Experience

LOS ANGELES COUNTY – DEPARTMENT OF CHILDREN AND FAMILY SERVICES (DCFS) (2008-Present)

Business Information Systems; Children's Social Worker III (2013-Present) – Performs a variety of functions including defining and analyzing requirements and business functions, designs functional systems specifications and tests and coordinates the implementation of new application systems and/or revisions to existing systems.

Subject Matter Expert – Developing & Implementing Broad-Based Testing for the Cluster of Social Services Depts. (2014-Present) - Performs a variety of functions including defining and analyzing requirements and business functions, designs functional systems specifications and tests and coordinates the implementation of new broad-based testing for the cluster of social services department for the entirety of Los Angeles County through the Department of Human Resources.

Subject Matter Expert – NS-CWS:
Case Planning; CM-Services; CM-Placement & Court Processing (2013-Present) - Performs a variety of functions including defining and analyzing requirements and business functions, designs functional systems specifications and tests and coordinates the implementation of new CWS/CMS.

Children's Social Worker II & III (2012-2013) – Performs a variety of social casework or related services in connection with child protective, program or adoption services. Positions allocable to this class report to a Supervising Children's Social Worker and are responsible for the supervision and placement of minors in need of protective services due to abuse, neglect, or exploitation. Additionally, Children's Social Worker performs social work services involved in adoption in planning with a child, the natural parents, and adoptive parents. All positions prepare detailed social studies on minors and their families which include recommendations to the court and are assigned the more difficult cases. Incumbents must possess a basic knowledge of the Welfare and Institutions Code regarding dependency cases, knowledge of appropriate resources and casework techniques needed to resolve child welfare problems, as well as knowledge of departmental policies and procedures.

Children's Social Worker Trainee, I & II (2008-2012) – Performs a variety of social casework or related services in connection with child protective, program or adoption services. Positions allocable to this class report to a Supervising Children's Social Worker and are responsible for the supervision and placement of minors in need of protective services due to abuse, neglect, or exploitation. Additionally, Children's Social Worker performs social work services involved in adoption in planning with a child, the natural parents, and adoptive parents. All positions prepare detailed social studies on minors and their families which include recommendations to the court and are assigned the more difficult cases. Incumbents must possess a basic knowledge of the Welfare and Institutions Code regarding dependency cases, knowledge of appropriate resources and casework techniques needed to resolve child welfare problems, as well as knowledge of departmental policies and procedures.

Strategic Planning Objective Team: Technology Needs Team; Co-Chair/Scribe (2013-Present) – Position includes providing consultation services to the Department Manager of BIS for LA County DCFS. In this capacity the team member provides input that would be most conducive to providing technological tools to DCFS staff in the most efficient and proficient manner, adhering to Federal, State and local laws, rules, regulations and policies pertaining to child welfare. This information is then presented to LA County CEO William Fujioka and the LA County Board of Supervisors.

SEIU 721 Union Steward (2009-Present) - The position of SEIU steward includes but is not limited to handling grievances, building a united, organized, and involved membership in the workplace. Primary duties are to organize and to solve problems. SEIU stewards are also responsible for organizing their workplace to deal with problems as a united group. Also, a Steward is responsible to keep the membership informed of current happenings in the Union and in the workplace. Position also includes speaking/negotiating to/with management when issues arise.

Chatsworth Labor-Management Committee Chair (2009-2013) – Position includes but is not limited to bringing issues that arise in the workplace to the attention of Management. With the presentation of issues, the chair organizes a coalition of staff to brainstorm and present solutions to Management that would alleviate/solve the issues. The solutions presented are created such that they would be acceptable to both the membership and to Management.

LA County DCFS Training Re-Design Team Member (2010-Present) – Position includes providing consultation services to the Department Manager of Training for LA County DCFS. In this capacity the team member provides input that would be most conducive to providing training to DCFS staff in the most efficient and proficient manner, adhering to Federal, State and local laws, rules, regulations and policies pertaining to child welfare. This information is then presented to LA County CEO William Fujioka and the LA County Board of Supervisors.

YOUNG MEN'S CHRISTIAN ASSOCIATION (YMCA) (2007-2008)

Membership Sales Associate – Position includes registering new members and providing information and assistance to all members. There is continuous face-to-face along with phone and written communication. The position also includes handling private information in a responsible and confidential manner. Most work is done on computers and requires knowledge of Word, Excel and Power Point.

Information Technology Coordinator – Position includes maintaining server operation and providing desktop help.

DAVIS ATHLETIC CLUB (DAC) (2005-2006)

Front Desk – Position included various responsibilities including opening the athletic club, welcoming members, marketing to guests, washing towels, cleaning and maintaining lobby, registering new members, and handling customer complaints.

ASSOCIATED STUDENTS OF THE UNIVERSITY OF CALIFORNIA DAVIS (ASUCD); UNITRANS (2004-2005)

Bus Driver – Position included driving all bus routes. Position also included training in Department of Motor Vehicle (DMV) Class B classification with a Passenger endorsement.

WASCO RECREATION AND PARKS (2001-2003)

Life guard – Certified in CPR and First Aid. Position included monitoring swimming patrons and providing emergency assistance. Duties also included monitoring pool chemical levels, cleaning facilities and dealing with customer inquiry and complaints (2001-2003).

Swim Instructor – Position included providing novice through advanced swim training and assistance to children and teens (2001-2003).

Manager – Position included setting up training for lifeguards, hiring and firing, scheduling, timecards and payroll, customer services, accounting, marketing, supervising, minor maintenance and life guarding duties (2003).

Community Service

ELIZABETH GLASER PEDIATRIC AIDS FOUNDATION (2003-2004)

Helped raise money for a donation to the foundation

FRIENDS OUTSIDE (2006- Present)

Help with holiday toy drive for children of incarcerated parents

A.C.T.S. FOOD PANTRY (2006-Present)

Help with purchasing and distributing food to people in need

FOR HIS CHILDREN (July 2007)

I went on a trip to Ecuador to work at an orphanage caring for children and assisting and facilitating in adoptions. I was the translator for a volunteer group of Americans that went in July, 2007.

Altadena Community Church (ACC) (2007-2008)

I volunteered in the church nursery. I assisted in the supervision and care of toddlers.

Research Experience

CALIFORNIA STATE UNIVERSITY, NORTHRIDGE; CAPSTONE RESEARCH PROJECT (2013)

MASTER OF SOCIAL WORK –

- DCFS Survey – My research included a literature review of work satisfaction and supervisor support amongst child welfare social workers. My research included a sample of 123 Child Welfare Social Workers from five regional offices. The results indicated that there was a correlation between the perceived supervisor autonomy support and compassion satisfaction and work satisfaction experienced by Child Welfare Social Workers (Fall 2012-Spring 2013).

UNIVERSITY OF CALIFORNIA, DAVIS; MENTORSHIP FOR UNDERGRADUATE RESEARCH IN AGRICULTURE, LETTERS, AND SCIENCE (MURALS) STUDENT SCHOLARS PROGRAM (2006-2007)

Murals Student Scholar – Researcher for the Director/Professor of the Chicana/o Studies Department

- NIH Literature Review - My research included a literature review for a National Institute of Health grant to develop AIDS prevention pedagogy in the greatest at risk populations of Nigeria. Specifically my research focused on a population of Muslims that maintained an African Traditional Religion (Fall 2006)
- Comparative Study – My research included a comparative analysis of immigration policy in the United States and the European Union (EU). Specifically the focus of the research was on the exclusionist and inclusionist policies of each union and the underlying causes (Winter 2007)

PATRICIA A. CEGARRA

(310) 621 - 6734

cegarp@dcfs.lacounty.gov

Education: Bachelors of Art, Social Work
Saint Edward's University – Austin, Texas, 1984

Masters of Science, Social Work (MSSW)
University of Texas – Austin, Texas, 1986

Experience: Department of Children and Family Services

05/01 – present Assistant Regional Administrator

Currently overseeing the following functions: Dependency Investigations, Voluntary Services, Differential Response, Community Response, and support services such as MAT, SLS, HSA, TAs, and TDM. Previously managed Emergency Response and Intensive Services. Served as Office liaison to Casey Family Programs Neighborhood – Based Prevention Initiative collaboration with Norwood Elementary school. Experience includes managing the regional implementation of ASFA review, concurrent planning, DMH co-location, up front assessments, and the Prevention Initiative. Implemented Point of Engagement strategy in the Century office for front end services. Member of workgroups for SIP review, PIP review, and Decentralization of ERCP. Provide coverage for Regional Administrator as requested.

08/93 – 5/01 Supervising Children's Social Worker

As SCSW, served as the Quality Assistance Specialist in charge of coordinating audits, developing the list of cases needed for monthly case staffings and providing a written summary on each case, maintaining case load equity throughout the office, and serving as the Automated Training Mentor (ATM) for the Hawthorne office. Served as a Supervisor of an Emergency Response Unit and a Training Unit. Responsible for program functions ER, FM, FR, PP and Generic files. Served as Interim Assistant Regional Administrator of the Region VI Hawthorne Office from May 2000 to April 2001.

07/86 – 8/93 Children's Social Worker II

Worked with children and families who are in at risk situations for abuse and neglect. Provided crisis intervention. Collaborated with outside agencies to provide the children and their families with the services needed to reduce/eliminate risk situations. Developed realistic case plans in order to achieve needed goals. Maintained accurate case information in written form in order to develop and provide the dependency court with the necessary information in order to allow them to make a ruling on a recommendation for a plan of action. Maintained caseloads in the following programs: Emergency Response, Family Maintenance, Family Reunification, Permanent Placement, and Dependency Investigations.

Related Experience:

Bilingual – Spanish

CWS/CMS Competent/ Advanced user

Section Head Training (2002)

EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

A. Invoicing and Payment

1. The maximum amount payable under this agreement shall not exceed \$ 1,255,890.43. Shown below are the amounts that cannot be exceeded for each of the fiscal year(s):

2014/15	\$ 281,176.25
2015/16	\$ 315,641.66
2016/17	\$ 324,813.06
2017/18	\$ 334,259.46

2. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), CDSS agrees to pay the Contractor for said services in accordance with the rates specified.
3. The County Employee shall be entitled to short and long term travel reimbursement for the period of time when he/she travels to fulfill the terms of this Agreement. Such travel costs shall be in accordance with the California Code of Regulations Title 2, Division 1, Chapter 3, Subchapter 1, Article 2 for Excluded Employees. Travel expenses must be itemized and submitted, along with supporting receipts and expense documentation, in a format approved by CDSS. The Program Contract Manager agrees to certify and maintain the documents substantiating travel and per diem for a period of three years after final payment of this Agreement. No travel outside the State of California by Contractor shall be reimbursed unless there is prior written authorization from CDSS.
4. Invoices shall include the Agreement Number 14-1004 and Index Code 2530 and shall be submitted in triplicate not more frequently than monthly in arrears to:

California Department of Social Services
CWS- New System Project
744 P Street, MS 9-12-83
Sacramento, CA 95814
Attn: Avita Singh

Pursuant to Office of Management and Budget (OMB) Circular A-133, the Contractor shall provide the sub-recipients with the Catalog of Federal Domestic Assistance (CFDA) Number and Program Title. Invoices shall also include the following CFDA Numbers and Program Titles:

CFDA NUMBER: 93.558
CFDA Program Title: Temporary Assistance for Needy Families (TANF)

CFDA NUMBER: 93.658
CFDA Program Title: Foster Care – Title IV-E

Any invoices submitted without the above referenced information may be returned to the Contractor for further re-processing.

B. State Budget Contingency Clause

1. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, CDSS shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

EXHIBIT B
(Standard Agreement)

2. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, CDSS shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

C. For Contract with Federal Funds

1. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of Congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.
2. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the term of this Agreement for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms, or funding of this Agreement in any manner.
3. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
4. CDSS has the option to invalidate the Agreement under the 30-day cancellation clause or to amend the Agreement to reflect any reduction of funds.

D. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

E. Review

CDSS reserves the right to review service levels and billing procedures as they impact charges against this Agreement.

F. Final Billing

Invoices for services must be received by CDSS within 90 days following each state fiscal year, or 90 days following the end of the contract term, whichever comes first. The final invoice must include the statement "Final Billing."

G. Nonresident Tax Withholdings

Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have seven percent of their total payments withheld for state income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year.

BUDGET SUMMARY

Benefits						
Michael Aguilera (52.28% of Salary)		\$38,381.99	\$43,127.36	\$44,421.23	\$45,753.87	\$171,684.45
Patricia Cegarra (46.48% of Salary)		\$50,856.36	\$57,144.02	\$58,858.35	\$60,624.11	\$227,482.84
					SubTotal:	\$399,167.29

Note:

Cost of Living Adjustment (COLA) negotiation ends in 2015. Assume the new contract will have a 3% COLA increase in each future year.

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

A. Dispute Provisions

1. If the Contractor disputes a decision of the State's designated representative regarding the performance of this Agreement or on other issues for which the representative is authorized by this Agreement to make a binding decision, Contractor shall provide written dispute notice to the State's representative within 15 calendar days after the date of the action. The written dispute notice shall contain the following information:
 - a. the decision under dispute;
 - b. the reason(s) Contractor believes the decision of the State representative to have been in error (if applicable, reference pertinent contract provisions);
 - c. identification of all documents and substance of all oral communication which support Contractor's position; and
 - d. the dollar amount in dispute, if applicable.
2. Upon receipt of the written dispute notice, the State program management will examine the matter and issue a written decision to the Contractor within 15 calendar days. The decision of the representative shall contain the following information:
 - a. a description of the dispute;
 - b. a reference to pertinent contract provisions, if applicable;
 - c. a statement of the factual areas of agreement or disagreement; and
 - d. a statement of the representative's decision with supporting rationale.
3. The decision of the representative shall be final unless, within 30 days from the date of receipt of the representative's decision, Contractor files with the California Department of Social Services a notice of appeal addressed to:

California Department of Social Services
744 P Street, M.S. 8-14-747
Sacramento, CA 95814
Attention: Chief, Contracts and Purchasing Bureau

Pending resolution of any dispute, Contractor shall diligently continue all contract work and comply with all of the representative's orders and directions.

B. Termination Without Cause

This Agreement may be terminated without cause by the State upon 30 days written notice to the contractor.

C. Debarment and Suspension

For federally funded agreements, **Contractor certifies** that to the best of his/her knowledge and belief that he/she and their principals or affiliates or any sub-contractor utilized under this agreement, are not debarred or suspended from federal financial assistance programs and activities nor proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. The Contractor also certifies that it or any of its sub-contractors are not listed with any active exclusions on the System for Award Management (<http://www.sam.gov>) (Executive Order 12549, 2 CFR Parts 180, 376, 417 and 2336).

EXHIBIT D
(Standard Agreement)

D. Certification Regarding Lobbying

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.

1. For Agreements with Contractors who are State entities not under the authority of the Governor, or cities, private firms or agencies which are receiving in excess of \$100,000 in federal funds from CDSS to perform services. By signing this Agreement the Contractor certifies that to the best of his or her knowledge and belief, that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into of a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal Grant or agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
 - c. The Contractor shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.
2. This certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U. S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of no less than \$10,000 and not more than \$100,000 for each such failure.

E. Computer Software Copyrights

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.

F. A-133 Audit

Pursuant to Office of Management and Budget (OMB) Circular A-133 §____.200 "Audit Requirements", non-federal entities that expend \$500,000 or more in a year in Federal awards from all sources combined shall have a single or program-specific audit conducted for that year in accordance with the provisions of OMB Circular A-133. All OMB Circular A-133 audit reports shall meet the reporting requirements established in OMB §____.320 "Report Submission" and a copy shall be forwarded to CDSS.

EXHIBIT D
(Standard Agreement)

G. Subcontractors

(Applicable to agreements in which the Contractor subcontracts out a portion of the work) Nothing contained in this Agreement or otherwise shall create any contractual relationship between CDSS and any subcontractors, and no subcontractor shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be fully responsible to CDSS for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the obligation of CDSS to make payments to the Contractor. As a result, CDSS shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

H. Indirect Costs/Administrative Overhead

For agreements with other governmental entities and public universities, indirect costs are expenses incurred for administrative services such as, but not limited to, accounting; personnel and payroll administration; accounts payable services; general and specialized insurance coverage; compliance and regulatory monitoring; independent audit services; and legal services. Indirect costs are applied to personnel, operating expenses, supplies, equipment, and travel expenses. Per State Contracting Manual, Section 3.06.B, agencies shall assure that all administrative fees are reasonable considering the services being provided. Agencies may only pay overhead charges on the first \$25,000 of each subcontract. Any subcontractor receiving \$25,000 or more must be clearly identified in the budget display and excluded when the total indirect costs are calculated.

EXHIBIT E
(Standard Agreement)

ADDITIONAL PROVISIONS

- A. In the event that Employees terminate his employment with Contractor, this Agreement shall terminate upon Employee's last day of employment and Contractor shall not be obligated to provide another employee.
- B. Employees shall retain employee's permanent positions as a Children Social Worker III and a Children Services Assistant Regional Administrator with the County of Los Angeles, Department of Children and Family Services during the term of this Agreement. The period during which Employees render services pursuant to this Agreement shall be credited by the Contractor to Employees for purposes of determining seniority, promotional status, retirement date, and other employee benefits.
- C. Upon termination of this Agreement Employees shall return to Employee's regular permanent positions as Children Services Social Worker III and Children Services Assistant Regional Administrator, County of Los Angeles, Department of Children and Family Services.
- D. Employees maintain all rights to compete in County open and promotional civil service examinations and State open examinations.
- E. Employees shall abide by State and/or the CDSS Child Welfare Services – New System (CWS – NS) work rules, policies, and/or practices. Where conflicts may occur with Contractor work rules, policies, and/or practices, State and/or the Child Welfare Services – New System (CWS – NS) work rules shall prevail.